



## NOTICE OF SOLICITATION

**SERIAL 05197-S**

**INVITATION FOR BIDS FOR : EMPLOYEE LIFE INSURANCE**

Notice is hereby given that sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T. on SEPTEMBER 12, 2006** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 05197-S INVITATION FOR BIDS FOR EMPLOYEE LIFE INSURANCE.**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT  
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS  
MANAGEMENT CENTER

INQUIRIES:

STEVE DAHLE  
PROCUREMENT CONSULTANT  
TELEPHONE: (602) 506-3450

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON AUGUST 29, 2006 AT 3 PM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**<http://www.maricopa.gov/materials/advbd/advbd.asp>**

## **TABLE OF CONTENTS**

NOTICE

TABLE OF CONTENTS

NO RESPONSE DOCUMENT

M/WSBE CONTRACT PARTICIPATION

### **SECTION:**

1.0 INTENT

2.0 TECHNICAL REQUIREMENTS

3.0 SPECIAL TERMS & CONDITIONS

### **ATTACHMENTS:**

ATTACHMENT A – PRICING

ATTACHMENT B – AGREEMENT PAGE

ATTACHMENT C – REFERENCES

### **EXHIBITS:**

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

EXHIBIT 2 CURRENT POLICY

EXHIBIT 3 CURRENT POLICY AMENDMENTS

EXHIBIT 4 CLAIMS EXPERIENCE (JANUARY 01 TO JUNE 06)

**NO RESPONSE**

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

**MARK OUTSIDE ENVELOPE "SERIAL 05197-S"**

Responses must be received **BY 2:00 P.M., SEPTEMBER 12, 2006**. Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL **05197-S**

TITLE: **EMPLOYEE LIFE INSURANCE**

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CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

REASON FOR NO BID:

\_\_\_\_\_ Insufficient time  
\_\_\_\_\_ Do not handle product/service  
\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **IMPORTANT**

### **PLEASE READ BEFORE SUBMITTING YOUR BID**

#### **M/WSBE CONTRACT PARTICIPATION**

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference.

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

Attachments E, F, and G provide detailed information and forms to be submitted as part of your bid. If no goal has been set the attachments will be not be required to be submitted with your bid.

**THESE FORMS MAY BE LOCATED AT <http://www.maricopa.gov/materials>. M/WSBE PARTICIPATION FORMS.**

REQUIREMENTS ON INVITATION FOR BID FOR: **EMPLOYEE LIFE INSURANCE**

1.0 **INTENT**

It is the intent of Maricopa County to solicit bids for life insurance for the employee's death for any reason and/or accidental death and dismemberment (AD&D) plans commencing July 1, 2007. This bid may be a multiple award and the contractor may bid on any of the following according to the specifications herein defined for:

- Employee Basic Life and AD&D, and employee and dependent Supplemental Life & AD&D
- Employee Basic Life and employee and dependent Supplemental Life, or
- Employee Basic AD&D and supplemental Employee and Dependent AD&D

**BACKGROUND**

Maricopa County (the County) services employees in urban, suburban and rural areas within the County and in adjacent Counties. The County's active employees reside in the Phoenix metropolitan area as well as Gila Bend, Wickenburg, etc. The County has approximately 12,583 benefit eligible employees.

Maricopa County Government is a political subdivision of the State of Arizona and under the control of a five-member Board of Supervisors, elected every four years. In addition, seven departments are controlled by elected officials: Assessor, Treasurer, Recorder, Sheriff, County Attorney, Superintendent of Schools, and Clerk of Superior Court. A presiding judge leads the Superior Court System.

The County Manager reports to the Board of Supervisors and is responsible for the operation of those departments under the control of the Board (those not identified in the previous paragraph), and for implementation of Board policy. Four other officers support the County Manager: the Deputy County Manager, Chief Financial Officer, Assistant County Manager of Community Services and Assistant County Manager of Regional Development Services.

2.0 **Technical Specifications: Scope of Work**

In addition to the minimum requirements (noted in Section 2.37), contracted services, must comply with the following:

- 2.1 The life insurance benefits are listed below. The life insurance plan design specifications herein must match exactly what you bid. If there are any variances, they must be clearly identified.
- 2.2 The accidental death and dismemberment plan of benefits is also listed below. The accidental death and dismemberment plan design is provided as a minimum benefit level. Plan design bids must meet the minimum plan design requirements described below. If there are any variances, they must be clearly identified.
- 2.3 Please review the Life Insurance Summary of Benefits, **(Exhibits 2 AND 3)** for further information on the current benefit plan design provisions. Keep in mind the benefits listed below and requested may differ from the booklet. The booklet is simply provided as a reference for items not listed below.
- 2.4 The effective date of the contract will be July 1, 2007. The rates and plan design must be pre-determined and guaranteed for at least the first 3 contract years.
- 2.5 The policy's or contract's rate change date and anniversary will fall on July 1st. All contract or benefit changes will only occur on this date unless previously agreed to in writing by all parties.
- 2.6 Written, 8-month rate change notification must be given prior to the anniversary dates for years 4, 5 and 6 and will include supporting documentation. The first notification is due November 1, 2009, for year 4 of the contract (2010).

- 2.7 The awarded contractor will be required to accept from the County electronic eligibility, enrollment/coverage verification, and premium files needed to administer the plan. The County shall be the final determinant for all eligibility issues.
- 2.8 Maricopa County's Employee Health Initiatives Department will maintain and verify eligibility for all benefits. To be eligible for benefits, an employee must be regularly scheduled to work at least 20 hours per week or be a contract employee who is eligible for benefits. Employees have the opportunity to enroll in supplemental and/or dependent coverage within 30 days of their eligibility date. Elected officials are eligible the first day of employment. Newly hired, benefit eligible employees are eligible the first day of the month following date of hire. Existing non-benefit eligible employees who become benefit eligible, either by increasing the number of scheduled hours worked or transferring into a benefit eligible position are eligible the date of the event. A dependent may not be covered by more than one employee in the plan. A dependent cannot be covered as both an employee and a dependent.
- 2.9 If an employee did not enroll for supplemental life benefits when first eligible, the contractor must allow the employee to apply for additional benefits at any level (1 – 5 times annual salary) at any time with evidence of insurability.
- 2.10 The contractor must allow for qualified status changes under Section 125 within 30 days of such change. Employees may add or increase supplemental life coverage by any level up to \$500,000 without evidence of insurability. If the amount of requested supplemental coverage is over \$500,000, evidence of insurability is required. If the application is not approved for the increase in coverage, the employee will remain at the same level prior to applying for the increase unless the current level is below the evidence of insurability requirements. In this case, coverage will be increased to the next level as long as that level does not exceed \$500,000.
- 2.11 Decreases in supplemental life and/or dependent life coverage may be made at anytime.
- 2.12 The contractor must allow increases of one time annual salary at open enrollment without evidence of insurability, if supplemental life coverage is less than or equal to \$500,000. If an increase in supplemental coverage is requested more than one level or is over \$500,000, evidence of insurability is required. If the application is not approved for the increase in coverage, the employee will remain at the same level prior to applying for the increase unless the current level is below the evidence of insurability requirements. In this case coverage will be increased to the next level as long as that level does not exceed \$500,000.
- 2.13 The contractor must allow the employee to elect dependent life coverage for their eligible dependents within 30 days of initial hire, within 30 days of a qualified status change or during the open enrollment period.
- 2.14 If the employee's coverage has not changed, the contractor must not require evidence of insurability for the first \$100,000 of increased life amount due to increased annual earnings accumulated within a plan year. Evidence of insurability is required for any increased amount of life insurance that exceeds \$100,000 unless the employee was previously declined for coverage. In this case evidence of insurability is required for any increases.
- 2.15 The County will make the final determination on errors and has ultimate authority to correct any and all administrative errors.
- 2.16 The County will self-administer premiums. Premiums will be paid monthly based on 12 cycles per plan year, or 24 payroll cycles. Premiums are collected from the first two paychecks received in the month. Since the County pays wages on a bi-weekly basis, there are two paychecks from which premiums are not typically collected (when there are three paycheck dates in the month). Increases or decreases in premium are effective the same pay period in which the coverage is effective. For smoker to non-smoker status changes, the effective date of the premium decrease will be the next premium collection pay period following one year from the employee's quit date.

- 2.17 The County maintains the right to accept, reject or cancel the contract at any time, if there is a significant change, in the County's opinion, in the contractor's operation of the plan, including but not limited to, satisfaction with customer and client service quality of the plan.
- 2.18 The contractor must provide, at least quarterly, a loss ratio report, reporting premium and incurred claims by line of business, and preferably by Department. Report data must be provided electronically in Excel compatible format. The contractor shall also provide a full annual accounting within three months of the end of the policy year. Please include examples of the standard reporting package.
- 2.19 The contractor shall be responsible for drafting, producing and distributing, subject to County review and approval, all communication materials, certificates of coverage, plan summaries and administrative forms. Such documents shall be produced in sufficient quantities to meet the needs of existing and future employees. All documents must be available electronically for posting on the County's Intranet and Internet Web sites. The contractor does not assume the cost of distribution of documents.
- 2.20 The contractor will print at their cost and provide, in bulk (drop shipment), plan certificates and/or summary of benefits, upon approval of such documents, for the number of employees (active and prospective) and locations provided by the County's Employee Health Initiatives Department.
- 2.21 Eligibility for active employees will be provided electronically via custom interfaces created with data contained in PeopleSoft (version 8.8 or higher). The contractor must be able to accept and process the eligibility file in a mutually agreed upon format and timeline. Contractor must also be able to generate an electronic exception report for the County within five working days after processing the data from each file.
- 2.22 Rates should be quoted **net of commissions**, however, if commissions are built into the rates and cannot be stripped out of the rates they must be disclosed on each product (i.e., basic life, basic AD&D, supplemental life, etc.). **If commissions must be included in rates/contract, then those commissions must be paid to the County's broker of record.**
- 2.23 No additional fees will be paid beyond the premiums specified on your premium exhibit.
- 2.24 No minimum participation requirements will be allowed.
- 2.25 The policy's or contract's rate and plan design change date and anniversary will fall on July 1st. All contract, benefit or rate changes will only occur on this date unless previously agreed to in writing by all parties.
- 2.26 The contractor must have the capability to accept electronic fund transfers.
- 2.27 The contractor will meet with the County's Employee Health Initiatives personnel to establish administrative and claims payment procedures.
- 2.28 The County's Employee Health Initiatives Department personnel will coordinate and train with Contractor personnel prior to open enrollment to support open enrollment meetings, fairs and/or presentations.
- 2.29 The contractor will be required to provide representatives to attend group transition sessions for employees. The representative would be scheduled in Maricopa County at varied times and sites. The representatives would, at the request of the County, answer questions and/or make a brief presentation. No additional fees may be charged for this service.
- 2.30 The contractor will provide and pay for all enrollment, portability, and claim forms, checks, certificates of insurance, summary of benefits, identification cards, announcement forms, and any other forms required for proper administration of the benefit plan.

- 2.31 Actively at work provisions will be waived for transition of coverage, during the initial open enrollment period.
- 2.32 The contractor will provide dual underwriting for all conversions if available. If member is not substandard risk on questionnaire then preferred rates will be offered. Only if member presents substandard risk will they be charged conversion rates for those evidenced with health risks versus the healthy plan participant converting.
- 2.33 Takeover will be on a “no-loss, no-gain” basis; that is, no individual will lose coverage or be subject to a new evidence of insurability application solely on the basis of a change in carrier. The actively-at-work provision will be waived for individuals who are not actively-at-work (including those who are hospital confined) and who are not eligible for extended coverage under the current contractor’s program(s).
- 2.34 Proceeds must be distributed via multiple options for beneficiaries such as assignment, retained asset account, single distribution, etc. The contractor shall provide a list of the types of distributions available.
- 2.35 The contractor must distribute at least 50% of the proceeds for the employee’s death to the legal spouse, even if the employee failed to designate his/her legal spouse as at least 50% beneficiary, unless the legal spouse has completed a spousal waiver form of his/her beneficiary designation rights.
- 2.36 It is preferable that the contractor have online tools available for employee’s use to calculate the amount of premium for the supplemental coverage prior to their enrollment or election.
- 2.37 Carrier will follow and comply with the following plan design/schedule:
  - 2.37.1 Basic and Supplemental Employee Life Insurance
    - 2.37.1.1 Maximum combined basic and supplemental coverage total of \$1,000,000.
    - 2.37.1.2 Basic life coverage equal to one times annual salary (base pay plus special work assignment or management assignment pay) rounded up to the next highest \$1,000 increment. This coverage will not exceed \$500,000 and is paid 100% by Maricopa County.
    - 2.37.1.3 Supplemental employee life based on increments of 1, 2, 3, 4 or 5 times annual salary (as defined above) up to \$500,000 (not including basic coverage) without evidence of insurability rounded up to the next highest \$1,000 increment. Rates will be per \$1,000 coverage based on 5-year age categories and provided on a tobacco and non-tobacco rate basis. This coverage is paid 100% by the employee.
    - 2.37.1.4 Coverage amounts will be the same (no reduction will be made) for all active employees, regardless of age.
    - 2.37.1.5 Minimum guarantee issue amount is 1 times annual salary (as defined above) for Basic and \$500,000 for Supplemental coverage without evidence of insurability.
    - 2.37.1.6 Accelerated death benefit, if diagnosed with a terminal illness and life expectancy is less than 12 months) is combined at 50% to a maximum of \$250,000.
    - 2.37.1.7 Basic and supplemental coverage is portable without waiver of premium for employees whose employment has terminated and for whom application and

payment of premium has been received within 45 days of termination.  
Portable coverage will not be reduced regardless of age.

- 2.37.1.8 Basic and supplemental coverage is portable without waiver of premium for employees who are on an unpaid personal (90 days), medical (180 days) or military leave (1 year) and for whom application and payment of premium has been received within 45 days of the end of such unpaid leave. The unpaid leave begin date is counted as the beginning of the pay period in which the employee did not receive any payment and not the last day actively worked.
- 2.37.1.9 No conversion coverage shall apply since all employees will have portable coverage available.

**2.37.2 Dependent Life Insurance**

- 2.37.2.1 Children are defined as age 14 days to 19 years; less than 25 years if a full time student; or any age if disabled.
- 2.37.2.2 Supplemental spouse life rates should be age based and provided on a tobacco and non-tobacco rate basis.
- 2.37.2.3 Maximum coverage is \$100,000 for spouse and \$20,000 for children. Minimum guarantee issue is \$50,000 for spouse and \$5,000 for children.
- 2.37.2.4 Spouse and children elections can be made separately.
- 2.37.2.5 Coverage increments are to be available in increments of \$10,000 for spouse and \$5,000 for children.
- 2.37.2.6 Accelerated death benefit is 50% to \$50,000 for spouse and \$0 for children.
- 2.37.2.7 The coverage should be underwritten as, non-participating experience rated or pooled.
- 2.37.2.8 Spouse life coverage is portable if employee ports his/her own coverage. Child life coverage is not portable.
- 2.37.2.9 Spousal life insurance amounts shall not exceed 100% of employee basic and supplemental coverage in accordance with Arizona law.

**2.37.3 Accidental Death and Dismemberment (AD&D)**

- 2.37.3.1 Basic employee AD&D must match the life insurance coverage amount.
- 2.37.3.2 Supplemental employee and family AD&D will be offered on a stand alone basis, in other words, employees can choose to purchase employee only or full family AD&D coverage.

2.37.3.3 AD&D benefits for all coverage's will include but not be limited to the following by coverage type/levels (i.e., employee, spouse, children):

Loss of life .....	Full Amount
Loss of both hands, both feet or sight of both eyes .....	Full Amount
Loss one hand and one foot.....	Full Amount
Loss of one hand or one foot and sight of one eye.....	Full Amount
Loss of one hand or one foot or sight of one eye .....	½ Full Amount
Quadriplegia .....	Full Amount
Paraplegia .....	½ Full Amount
Hemiplegia .....	½ Full Amount
Safe Driver .....	additional 10% to \$25K/seat belts additional 15% to \$40K for belt and airbag
Child Care .....	additional 3% to \$2K/year for up to 6 years/(for children under 13 years old in a day care)
Dependent Education .....	additional 5% for up to 4 years(for children in post secondary school)
Occupational Assault.....	additional amount up to amount otherwise payable for this loss up to a max. of \$10K
Transportation (75+ miles from home) .....	additional 2% up to maximum of \$2K
Common Carrier .....	additional amount equal to AD&D amount otherwise payable for this loss up to a max. of \$50K.
Coma .....	an additional 2% of Full Amount per month for up to 12 months (\$24,000 max.)

2.38 TAX

No tax shall be levied. Bid pricing to include all costs, overhead, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.39 Minimum Requirements

- 2.39.1 A.M. Best financial class size of IX or higher under last rating and an AM Best's Rating of A- or better.
- 2.39.2 Licensed in State of Arizona.
- 2.39.3 Carrier may provide a full cash flow funding arrangement (OPTIONAL) for basic life insurance coverage along with an experience-rated conventionally funded insurance rate

quotation for basic life and 5-year age rates for supplemental and spouse life insurance. AD&D must be provided on non-participating pooled coverage basis.

2.39.4 The Carrier must include and describe all charges in the rates and renewal calculations in detail in your bid.

2.39.5 Contractor shall have at least 3 accounts with populations of more than 5000 employees.

2.39.6 Contractor shall be a direct writer of insurance. Bids from brokers will not be considered.

### **3.0 SPECIAL TERMS & CONDITIONS:**

#### **3.1 CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

#### **3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### **3.3 ESCALATION:**

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost must be supported by appropriate documentation and fall within the Not to Exceed bid..

#### **3.4 EVALUATION CRITERIA:**

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

#### **3.5 INDEMNIFICATION AND INSURANCE:**

##### **3.5.1 Indemnification.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

**3.5.2 Insurance Requirements.**

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A- or better, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

**3.5.2.1 Commercial General Liability.** Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.5.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.5.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.5.3 Certificates of Insurance.

3.5.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.5.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.5.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability shall be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, STRATEGIC CONTRACT MANAGER, 602-506-3450  
(sdahle@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON AUGUST 29, 2006 AT 3 PM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003**

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 REQUIRED SUBMISSIONS:

- 3.10.1 ATTACHMENT A (PRICING)
- 3.10.2 ATTACHMENT B (AGREEMENT PAGE)
- 3.10.3 ATTACHMENT C (REFERENCES)
- 3.10.4 COPY OF INSURANCE POLICY/CONTRACT

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide two (2) original (labeled) and two (2) electronic copies of entire response on a CD.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

**NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.**

ATTACHMENT A

PRICING

SERIAL 05197-S

PRICING SHEET: NIGP 95363, S063101/B0604192

BIDDER NAME:

VENDOR # :

BIDDER ADDRESS:

P.O. ADDRESS:

BIDDER PHONE #:

BIDDER FAX #:

COMPANY WEB SITE:

COMPANY CONTACT (REP):

E-MAIL ADDRESS (REP):

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES \_\_\_\_ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_ YES \_\_\_\_ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 \_\_\_\_\_

NET 15 \_\_\_\_\_

NET 20 \_\_\_\_\_

NET 30 \_\_\_\_\_

NET 45 \_\_\_\_\_

NET 60 \_\_\_\_\_

NET 90 \_\_\_\_\_

2% 10 DAYS NET 30 \_\_\_\_\_

1% 10 DAYS NET 30 \_\_\_\_\_

2% 30 DAYS NET 31 \_\_\_\_\_

1% 30 DAYS NET 31 \_\_\_\_\_

5% 30 DAYS NET 31 \_\_\_\_\_

ALL PRICING SHALL BE SUBMITTED ON A CD FORMATTED IN EXCEL '2003. NO RESPONDS WILL BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

# ATTACHMENT A

## PRICING

1.0 PRICING:	Conventional Insured Monthly Rates	OPTIONAL Cash Flow Risk Charge	OPTIONAL Pooling Charge	OPTIONAL Conversion Charge Rate	OPTIONAL Conventional Prem. Multiplier
1.1 EMPLOYEE BASIC LIFE RATE	\$_____/ \$1000 BILLED RATE	\$_____/ \$1000	\$_____/ \$1000	\$_____/ \$1000	
1.2 SUPPLEMENTAL LIFE EE & SPOUSE					
5 Year Age Pricing	<u>Non-Smokers</u>	<u>Smokers</u>			
Under age 25	\$_____/ \$1000	\$_____/ \$1000			
25-29	\$_____/ \$1000	\$_____/ \$1000			
30-34	\$_____/ \$1000	\$_____/ \$1000			
35-39	\$_____/ \$1000	\$_____/ \$1000			
40-44	\$_____/ \$1000	\$_____/ \$1000			
45-49	\$_____/ \$1000	\$_____/ \$1000			
50-54	\$_____/ \$1000	\$_____/ \$1000			
55-59	\$_____/ \$1000	\$_____/ \$1000			
60-64	\$_____/ \$1000	\$_____/ \$1000			
65-69	\$_____/ \$1000	\$_____/ \$1000			
70 and Older	\$_____/ \$1000	\$_____/ \$1000			
1.3 DEPENDENT CHILDREN	\$_____/ \$1000				
1.4 Basic AD&D Rate	\$_____/ \$1000				
SUPPLIMENTAL					
1.5 Employee AD&D Rate	\$_____/ \$1000				
1.6 Family AD&D Rate	\$_____/ \$1000				

ATTACHMENT B

**AGREEMENT**

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

**BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

\_\_\_\_\_ Disadvantaged Business Enterprise (DBE)  
 \_\_\_\_\_ Women-Owned Business Enterprise (WBE)  
 \_\_\_\_\_ Minority Business Enterprise (MBE)  
 \_\_\_\_\_ Small Business Enterprise (SBE)

\_\_\_\_\_  
 FIRM SUBMITTING BID

\_\_\_\_\_  
 FEDERAL TAX ID NUMBER

\_\_\_\_\_  
 PRINTED NAME AND TITLE

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 TELEPHONE

\_\_\_\_\_  
 FAX #

\_\_\_\_\_  
 CITY STATE ZIP

\_\_\_\_\_  
 DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MARICOPA COUNTY, ARIZONA

BY: \_\_\_\_\_  
 DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
 DATE

BY: \_\_\_\_\_  
 CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
 DATE

ATTESTED:

\_\_\_\_\_  
 CLERK OF THE BOARD

\_\_\_\_\_  
 DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
 DEPUTY MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
 DATE

ATTACHMENT C

**CONTRACTOR REFERENCES**

**FIRM SUBMITTING BID:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

## EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

**On-line Vendor Registration at Maricopa County is available NOW!**

**On November 22, 2004, Maricopa County changed its vendor registration process.** Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://www.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

**Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.**

**Procurement vendors:** Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at [VendorReg@mail.maricopa.gov](mailto:VendorReg@mail.maricopa.gov).

**EXHIBIT 2**

**AMENDMENT NO. 7**

This amendment forms a part of Group Identification No. 584741 001 issued to the Employer/Applicant:

**MARICOPA COUNTY**

The entire Summary of Benefits is replaced by the Summary of Benefits attached to this amendment.

The effective date of these changes is June 1, 2006. The changes only apply to deaths that occur on or after the effective date.

The Summary of Benefits' terms and provisions will apply other than as stated in this amendment.

Dated at Portland, Maine on May 4, 2006.

Unum Life Insurance Company of America

By   
Secretary

If this amendment is unacceptable, please sign below and return this amendment to Unum Life Insurance Company of America at Portland, Maine within 90 days of May 4, 2006.

**YOUR FAILURE TO SIGN AND RETURN THIS AMENDMENT BY THAT DATE WILL CONSTITUTE ACCEPTANCE OF THIS AMENDMENT.**

**MARICOPA COUNTY**

By \_\_\_\_\_  
Signature and Title of Officer

EXHIBIT 2



**GROUP INSURANCE  
SUMMARY OF BENEFITS  
NON-PARTICIPATING**

**IDENTIFICATION NUMBER:** 584741 001  
**EFFECTIVE DATE OF  
COVERAGE:** January 1, 2002  
**ANNIVERSARY DATE:** January 1  
**GOVERNING JURISDICTION:** Maine

**Unum Life Insurance Company of America  
insures the lives of**

**MARICOPA COUNTY**

**under the  
Select Group Insurance Trust  
Policy No. 292000**

Unum Life Insurance Company of America (referred to as Unum) will provide benefits under this Summary of Benefits. Unum makes this promise subject to all of this Summary of Benefits' provisions.

The Employer should read this Summary of Benefits carefully and contact Unum promptly with any questions. This Summary of Benefits is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

Signed for Unum at Portland, Maine on the Effective Date of Coverage.

A handwritten signature in black ink, appearing to read "E. L. Wadsworth".

President

A handwritten signature in black ink, appearing to read "A. H. T. L.".

Secretary

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

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## EXHIBIT 2

### TABLE OF CONTENTS

BENEFITS AT A GLANCE.....	B@G-LIFE-1
LIFE INSURANCE PLAN.....	B@G-LIFE-1
CLAIM INFORMATION.....	LIFE-CLM-1
LIFE INSURANCE.....	LIFE-CLM-1
EMPLOYER PROVISIONS.....	EMPLOYER-1
CERTIFICATE SECTION .....	CC.FP-1
GENERAL PROVISIONS .....	EMPLOYEE-1
LIFE INSURANCE.....	LIFE-BEN-1
BENEFIT INFORMATION.....	LIFE-BEN-1
OTHER BENEFIT FEATURES .....	LIFE-OTR-1
GLOSSARY .....	GLOSSARY-1

## EXHIBIT 2

### BENEFITS AT A GLANCE

#### LIFE INSURANCE PLAN

This life insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death. The amount your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death according to the terms and provisions of the plan. You also have the opportunity to have coverage for your dependents.

#### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** January 1, 2002

#### PLAN YEAR:

January 1, 2002 to January 1, 2003 and each following January 1 to January 1

#### IDENTIFICATION

**NUMBER:** 584741 001

#### ELIGIBLE GROUP(S):

All employees, excluding temporary and seasonal employees, in active employment in the United States with the Employer

#### MINIMUM HOURS REQUIREMENT:

Employees must be regularly scheduled to work at least 40 hours per pay period.  
(50% or full-time)

#### WAITING PERIOD:

Judges, elected officials and residents of Maricopa County Medical Center:

For employees in an eligible group on or before January 1, 2002: None

For employees entering an eligible group after January 1, 2002: None

All other employees:

For employees in an eligible group on or before January 1, 2002: None

For employees entering an eligible group after January 1, 2002: First of the month following date of active employment

You must be in continuous active employment in an eligible group during the specified waiting period.

#### LIFE INSURANCE BENEFIT:

##### AMOUNT OF LIFE INSURANCE FOR YOU

**BASIC BENEFIT** - Maricopa County pays 100% of the cost of this coverage.

1 x annual earnings to a maximum of \$500,000

All amounts are rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

## EXHIBIT 2

**ADDITIONAL BENEFIT OPTIONS:** - You pay 100% of the cost of this coverage.

***Option A - 1 x salary***

Annual earnings rounded to the next higher \$1,000, if not already an exact multiple thereof times one.

***Option B - 2 x salary***

Annual earnings rounded to the next higher \$1,000, if not already an exact multiple thereof times two.

***Option C - 3 x salary***

Annual earnings rounded to the next higher \$1,000, if not already an exact multiple thereof times three.

***Option D - 4 x salary***

Annual earnings rounded to the next higher \$1,000, if not already an exact multiple thereof times four.

***Option E - 5 x salary***

Annual earnings rounded to the next higher \$1,000, if not already an exact multiple thereof times five.

EVIDENCE OF INSURABILITY IS REQUIRED FOR THE AMOUNT OF YOUR INSURANCE (BASIC AND ADDITIONAL BENEFITS COMBINED) OVER:

\$500,000

OVERALL MAXIMUM BENEFIT OF LIFE INSURANCE FOR YOU (BASIC AND ADDITIONAL BENEFITS COMBINED):

\$1,000,000

### AMOUNT OF LIFE INSURANCE FOR YOUR DEPENDENTS

***Option A***

**Spouse:**

No Coverage

**Child:**

No Coverage

***Option B***

**Spouse:**

\$5,000

**Child:**

Live birth to 14 days:	\$1,000
14 days to 6 months:	\$2,500
6 months to age 19 or to 25 if a full-time student:	\$2,500

***Option C***

**Spouse:**

\$10,000

**Child:**

Live birth to 14 days:	\$1,000
14 days to 6 months:	\$5,000
6 months to age 19 or to 25 if a full-time student:	\$5,000

## **EXHIBIT 2**

THE AMOUNT OF LIFE INSURANCE FOR A DEPENDENT WILL NOT BE MORE THAN 100% OF YOUR AMOUNT OF LIFE INSURANCE.

### **OTHER FEATURES:**

Accelerated Benefit

Conversion

Portability

**The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.**

## EXHIBIT 2

### CLAIM INFORMATION

#### LIFE INSURANCE

##### ***WHEN DO YOU OR YOUR AUTHORIZED REPRESENTATIVE NOTIFY UNUM OF A CLAIM?***

We encourage you or your authorized representative to notify us as soon as possible, so that a claim decision can be made in a timely manner.

If a claim is based on death, written notice and proof of claim must be sent no later than 90 days after the date of death.

If it is not possible to give proof within this time limit, it must be given no later than 1 year after the proof is required as specified above. These time limits will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

The claim form is available from your Employer, or you or your authorized representative can request a claim form from us. If you or your authorized representative does not receive the form from Unum within 15 days of the request, send Unum written proof of claim without waiting for the form.

##### ***WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?***

Proof of claim, provided at your or your authorized representative's expense, must show the cause of death. Also a certified copy of the death certificate must be given to us.

In some cases, you will be required to give Unum authorization to obtain additional medical and non-medical information as part of your proof of claim. Unum will deny your claim if the appropriate information is not submitted.

##### ***WHEN CAN UNUM REQUEST AN AUTOPSY?***

In the case of death, Unum will have the right and opportunity to request an autopsy where not forbidden by law.

##### ***HOW DO YOU DESIGNATE OR CHANGE A BENEFICIARY? (Beneficiary Designation)***

At the time you become insured, you should name a beneficiary for your death benefits under your life insurance. You may change your beneficiary at any time with your Employer. The new beneficiary designation will be effective as of the date you sign a form or file an electronic designation in your Employer's electronic enrollment system. However, if we have taken action or made any payment before your Employer receives that form, that change will not go into effect.

It is important that you name a beneficiary and keep your designation current. If more than one beneficiary is named and you do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before you, or the share of a beneficiary who is disqualified, will pass to any surviving beneficiaries in the order you designated.

## EXHIBIT 2

If you do not name a beneficiary, or if all named beneficiaries do not survive you, or if your named beneficiary is disqualified, your death benefit will be paid to your estate.

Instead of making a death payment to your estate, Unum has the right to make payment to the first surviving family members of the family members in the order listed below:

- spouse;
- child or children;
- mother or father; or
- sisters or brothers.

If we are to make payments to a beneficiary who lacks the legal capacity to give us a release, Unum may pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of the beneficiary. This payment made in good faith satisfies Unum's legal duty to the extent of that payment and Unum will not have to make payment again.

Also, at Unum's option, we may pay up to \$1,000 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

In addition, if you do not survive your spouse, and dependent life coverage is continued, then your surviving spouse should name a beneficiary according to the requirements specified above for you.

### ***HOW WILL UNUM MAKE PAYMENTS?***

If your or your dependent's life claim is at least \$10,000, Unum will make available to the beneficiary a **retained asset account** (the Unum Security Account).

Payment for the life claim may be accessed by writing a draft in a single sum or drafts in smaller sums. The funds for the draft or drafts are fully guaranteed by Unum.

If the life claim is less than \$10,000, Unum will pay it in one lump sum to you or your beneficiary.

Also, you or your beneficiary may request the life claim to be paid according to one of Unum's other settlement options. This request must be in writing in order to be paid under Unum's other settlement options.

If you do not survive your spouse, and dependent life coverage is continued, then your surviving spouse's death claim will be paid to your surviving spouse's beneficiary.

All other benefits will be paid to you.

### ***WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?***

Unum has the right to recover any overpayments due to:

- fraud; and
- any error Unum makes in processing a claim.

## EXHIBIT 2

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Unum will not recover more money than the amount we paid you.

### ***WHAT ARE YOUR ASSIGNABILITY RIGHTS FOR THE DEATH BENEFITS UNDER YOUR LIFE INSURANCE? (Assignability Rights)***

The rights provided to you by the plan for life insurance are owned by you, unless:

- you have previously assigned these rights to someone else (known as an "assignee"); or
- you assign your rights under the plan(s) to an assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- the assignment is in writing, signed by you, and acceptable to us in form; and
- a signed or certified copy of the written assignment has been received and registered by us at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the plan(s') provisions before receiving and registering an assignment.

## EXHIBIT 2

### EMPLOYER PROVISIONS

#### **WHAT DOES THIS SUMMARY OF BENEFITS CONSIST OF FOR THE EMPLOYER?**

This Summary of Benefits consists of:

- all Summary of Benefits' provisions and any amendments and/or attachments issued;
- the Employer's Participation Agreement;
- each employee's application for insurance (employee retains his own copy); and
- the certificate of coverage issued for each employee of the Employer.

This Summary of Benefits may be changed in whole or in part. Only an officer or a registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to this Summary of Benefits. No other person, including an agent, may change this Summary of Benefits or waive any part of it.

#### **WHAT IS THE COST OF THIS INSURANCE?**

##### **LIFE INSURANCE**

Premium payments are *required* for an insured while he or she is disabled under this plan.

The initial premium for each **plan** is based on the initial rate(s) shown in the Rate Information Amendment(s).

##### **INITIAL RATE GUARANTEE AND RATE CHANGES**

Refer to the Rate Information Amendment(s).

#### **WHEN IS PREMIUM DUE FOR THIS SUMMARY OF BENEFITS?**

Premium Due Dates: Premium due dates are based on the Premium Due Dates shown in the Rate Information Amendment(s).

The **Employer** must send all premiums to Unum on or before their respective due date. The premium must be paid in United States dollars.

#### **WHEN ARE INCREASES OR DECREASES IN PREMIUM DUE?**

Premium increases or decreases which take effect during an insurance month are adjusted and due on the next premium due date following the change. Changes will not be pro-rated daily.

Premiums are paid on 26 pay periods per year. Premiums for increases and decreases will result in an adjustment on the next pay period.

Unum will only adjust premium for the current plan year and the prior plan year. In the case of fraud, premium adjustments will be made for all plan years.

## EXHIBIT 2

### ***WHAT INFORMATION DOES UNUM REQUIRE FROM THE EMPLOYER?***

The Employer must provide Unum with the following on a regular basis:

- information about employees:
  - who are eligible to become insured;
  - whose amounts of coverage change; and/or
  - whose coverage ends;
- occupational information and any other information that may be required to manage a claim; and
- any other information that may be reasonably required.

Employer records that, in Unum's opinion, have a bearing on this Summary of Benefits will be available for review by Unum at any reasonable time.

Clerical error or omission by Unum will not:

- prevent an employee from receiving coverage;
- affect the amount of an insured's coverage; or
- cause an employee's coverage to begin or continue when the coverage would not otherwise be effective.

### ***WHO CAN CANCEL OR MODIFY THIS SUMMARY OF BENEFITS OR A PLAN UNDER THIS SUMMARY OF BENEFITS?***

This Summary of Benefits or a plan under this Summary of Benefits can be cancelled:

- by Unum; or
- by the Employer.

Unum may cancel or modify this Summary of Benefits or a plan if:

- there is less than 100% participation of those eligible employees for an Employer paid plan; or
- there is less than 75% participation of those eligible employees who pay all or part of the premium for a basic benefit plan; or
- the number of employees insured for all additional benefits is less than 15 lives or 25% of those eligible, whichever is greater; or
- the number of employees insured under a plan decreases by 25%; or
- the Employer does not promptly provide Unum with information that is reasonably required; or
- the Employer fails to perform any of its obligations that relate to this Summary of Benefits; or
- fewer than 15 employees are insured under a plan; or
- the premium is not paid in accordance with the provisions of this Summary of Benefits that specify whether the Employer, the employee, or both, pay the premiums; or
- the Employer does not promptly report to Unum the names of any employees who are added or deleted from the eligible group; or
- Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger,

## EXHIBIT 2

- divestiture, acquisition, sale, or reorganization of the Employer and/or its employees; or
- the Employer fails to pay any portion of the premium within the 60 day **grace period**.

If Unum cancels or modifies this Summary of Benefits or a plan, for reasons other than the Employer's failure to pay premium, a written notice will be delivered to the Employer at least 8 months prior to the cancellation date or modification date. The Employer may cancel this Summary of Benefits or plan if the modifications are unacceptable.

If any portion of the premium is not paid during the grace period, Unum will either cancel or modify this Summary of Benefits or a plan automatically at the end of the grace period. The Employer is liable for premium for coverage during the grace period. The Employer must pay Unum all premium due for the full period each plan is in force.

The Employer may cancel this Summary of Benefits or a plan by written notice delivered to Unum at least 30 days prior to the cancellation date. When both the Employer and Unum agree, this Summary of Benefits or a plan can be cancelled on an earlier date. If Unum or the Employer cancels this Summary of Benefits or a plan, coverage will end at 12:00 midnight on the last day of coverage.

If this Summary of Benefits or a plan is cancelled, the cancellation will not affect a **payable claim**.

### ***WHAT HAPPENS TO AN EMPLOYEE'S COVERAGE UNDER THIS SUMMARY OF BENEFITS WHILE HE OR SHE IS ON A FAMILY AND MEDICAL LEAVE OF ABSENCE?***

We will continue the employee's coverage in accordance with the Employer's Human Resource policy on family and medical leaves of absence if premium payments continue and the Employer approved the employee's leave in writing.

Coverage will be continued until the end of the latest of:

- the leave period required by the federal Family and Medical Leave Act of 1993, and any amendments; or
- the leave period required by applicable state law; or
- the leave period of up to 180 days provided to the employee for injury or sickness.

If the Employer's Human Resource policy doesn't provide for continuation of a plan for an employee during a family and medical leave of absence, the employee's coverage will be reinstated when he or she returns to active employment.

We will not:

- apply a new waiting period; or
- require evidence of insurability.

## EXHIBIT 2

### ***DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES INCLUDE:***

NAME/LOCATION (CITY AND STATE)

None

## EXHIBIT 2

### CERTIFICATE SECTION

Unum Life Insurance Company of America (referred to as Unum) welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Unum has written your certificate of coverage in plain English. However, a few terms and provisions are written as required by insurance law. If you have any questions about any of the terms and provisions, please consult Unum's claims paying office. Unum will assist you in any way to help you understand your benefits.

If the terms and provisions of the certificate of coverage (issued to you) are different from the Summary of Benefits (issued to the Employer), the Summary of Benefits will govern. The Summary of Benefits may be changed in whole or in part. Only an officer or registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to the Summary of Benefits. Any other person, including an agent, may not change the Summary of Benefits or waive any part of it.

The Summary of Benefits is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the Summary of Benefits, Unum has discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the Summary of Benefits.

For purposes of effective dates and ending dates under the group Summary of Benefits, all days begin at 12:01 a.m. and end at 12:00 midnight at the Employer's address.

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

## EXHIBIT 2

### GENERAL PROVISIONS

#### ***WHAT IS THE CERTIFICATE OF COVERAGE?***

This certificate of coverage is a written statement prepared by Unum and may include attachments. It tells you:

- the coverage for which you may be entitled;
- to whom Unum will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

#### ***WHEN ARE YOU ELIGIBLE FOR COVERAGE?***

If you are working for your Employer in an eligible group, the date you are eligible for coverage is the later of:

- the plan effective date; or
- the day after you complete your **waiting period**.

#### ***WHEN DOES YOUR COVERAGE BEGIN?***

This plan provides different benefit options in addition to the basic benefit. When you first become eligible for coverage, you may apply for any option, however, you cannot be covered under more than one option at a time.

**Evidence of insurability** is required for any amount of life insurance over \$500,000.

Your Employer pays 100% of the cost of your coverage under the basic benefit. You will automatically be covered under the basic benefit at 12:01 a.m. on the later of:

- the date you are eligible for coverage; or
- the date Unum approves your evidence of insurability form, if evidence of insurability is required.

When you and your Employer share the cost of your coverage for any option under a plan or when you pay 100% of the cost yourself for any option, you will be covered at 12:01 a.m. on the latest of:

- the date you are eligible for coverage, if you apply for insurance on or before that date;
- the date you apply for insurance, if you apply within 60 days after your eligibility date; or
- the date Unum approves your evidence of insurability form, if evidence of insurability is required.

#### ***WHEN CAN YOU APPLY FOR ADDITIONAL BENEFIT OPTIONS FOR YOURSELF IF YOU ARE A LATE ENTRANT (YOU APPLY MORE THAN 60 DAYS AFTER YOUR INITIAL ELIGIBILITY DATE), IF YOU ARE ENROLLED IN ADDITIONAL COVERAGE AND WOULD LIKE TO MAKE A CHANGE, OR IF YOU HAVE A CHANGE IN STATUS?***

**If you are a Late Entrant (you apply for additional benefit options more than 60 days after your eligibility date)**

## EXHIBIT 2

If you did not enroll for additional benefit options within 60 days after your initial eligibility date, you can apply for additional benefit options for yourself at anytime during the plan year or during an **annual enrollment period**. Evidence of insurability is not required if you choose Option A. Evidence of insurability will be required if you elect any other option.

### **If you are enrolled in additional benefits and would like to make a change**

You can make changes to your additional benefits at anytime during the plan year, during an annual enrollment period or within 30 days of a **change in status** (refer to next heading for more specifics around change in status only).

If you make changes to your additional coverage at anytime during the plan year, evidence of insurability is required for any amount applied for.

If you make changes to your additional coverage during an annual enrollment period, you can increase your coverage one level without completing an evidence of insurability form. If you increase your coverage greater than one level or if you apply for any amount of life insurance over \$500,000 (basic and additional combined), you must complete an evidence of insurability form. If you are not approved for the increase in your coverage, you will automatically remain at the same level you had prior to applying for the increase. However, if your current level is below the evidence of insurability requirements, your coverage will be increased to the next level as long as that level does not exceed the evidence of insurability requirements.

### **If you are enrolled in additional benefits, would like to make a change and it's within 30 days of a change in status**

You can make changes to your coverage within 30 days of a change in status. You can increase your coverage by any level. If you apply for any amount of life insurance over \$500,000 (basic and additional combined), you must complete an evidence of insurability form. If you are not approved for the increase in your coverage, you will automatically remain at the same level you had prior to applying for the increase. However, if your current level is below the evidence of insurability requirements, your coverage will be increased to the next level as long as that level does not exceed the evidence of insurability requirements.

Unum and your Employer determine when the annual enrollment period begins and ends. A change in your coverage that is made during an annual enrollment period will begin at 12:01 a.m. on the later of:

- the first day of the next plan year; or
- the date Unum approves your evidence of insurability form, if evidence of insurability is required.

Changes in your coverage that are made at a change in status will begin at 12:01 a.m. on the latest of:

- the date of the change in status, if you apply on or before that date; or
- the date you apply, if you apply within 30 days after the date of the change in status; or
- the date Unum approves your evidence of insurability form, if evidence of insurability is required.

Changes in coverage must be consistent with the change in status.

## EXHIBIT 2

A change in your coverage that is made at anytime during the plan year will begin at 12:01 a.m. on the later of:

- the date of the change; or
- the date Unum approves your evidence of insurability form, if evidence of insurability is required.

An evidence of insurability form for you can be obtained from your Employer.

### ***IS EVIDENCE OF INSURABILITY REQUIRED IF YOU RECEIVE AN INCREASE IN YOUR ANNUAL EARNINGS?***

If you remain covered for the same basic benefit and the same additional benefit option, evidence of insurability is not required for the first \$100,000 of increased life amounts due to increased annual earnings accumulated within a plan year.

Evidence of insurability is required for any increased amount of life insurance that exceeds \$100,000. However, if you previously were declined coverage, evidence of insurability is required for any increases until Unum approves your evidence of insurability form.

If you are not in active employment due to an injury or sickness, this change in coverage due to a change in your annual earnings will begin on the date you return to active employment.

### ***WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?***

If you are absent from work due to **injury**, **sickness**, temporary layoff or leave of absence, your coverage will begin on the date you return to **active employment**.

### ***ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE NOT WORKING DUE TO INJURY OR SICKNESS?***

If you are not working due to injury or sickness, and if premium is paid, you may continue to be covered through the end of the pay period following 180 days from the date your Employer approved, unpaid leave status began.

### ***ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?***

If you are on a temporary **layoff**, and if premium is paid, you will be covered for up to 90 days immediately following the date your temporary layoff begins.

If you are on a military leave of absence, and if premium is paid, you will be covered for up to 90 days following the date your military leave of absence begins.

If you are on an approved personal **leave of absence**, and if premium is paid, you will be covered through the end of the pay period following 90 days from the date in which your leave of absence begins.

Payment of your portion of the insurance premium is required in order to receive contributions from your Employer. Non-payment of premium will result in your coverage ending effective on the last day of the period for which you made any

## EXHIBIT 2

required contributions. If coverage is cancelled as a result of non-payment of premium during any leave of absence without pay, your coverage may be reinstated. We will not apply a new waiting period or require evidence of insurability upon your return to a benefit eligible active employment status with your Employer.

We will not apply a new waiting period or require evidence of insurability upon your return to a benefit eligible active employment status with your Employer.

### ***WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?***

Once your coverage begins, any increased or additional coverage due to a change in your annual earnings or due to a plan change requested by your Employer will take effect immediately or on the date Unum approves your evidence of insurability form, if evidence of insurability is required. You must be in active employment or on a covered layoff or leave of absence.

If you are not in active employment due to injury or sickness, any increased or additional coverage due to a change in your annual earnings or due to a plan change will begin on the date you return to active employment.

Any decrease in coverage will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

### ***WHEN DOES YOUR COVERAGE END?***

Your coverage under the Summary of Benefits or a plan ends on the earliest of:

- the date the Summary of Benefits or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions; or
- the last day you are in active employment unless continued due to a covered layoff or leave of absence or due to an injury or sickness, as described in this certificate of coverage.

Unum will provide coverage for a payable claim which occurs while you are covered under the Summary of Benefits or plan.

### ***WHEN ARE YOU ELIGIBLE TO ELECT DEPENDENT COVERAGE?***

If you are eligible for coverage under the plan, you are eligible to elect dependent life coverage for your eligible dependents upon your initial hire, within 30 days of a change in status or during an annual enrollment period.

### ***WHEN ARE YOUR DEPENDENTS ELIGIBLE FOR COVERAGE?***

The date your dependents are eligible for coverage is the later of:

- the date your insurance begins; or
- the date you first acquire a dependent.

## EXHIBIT 2

### ***WHAT DEPENDENTS ARE ELIGIBLE FOR COVERAGE?***

The following dependents are eligible for coverage under the plan:

- Your lawful spouse, including a legally separated spouse. You may not cover your spouse as a dependent if your spouse is enrolled for coverage as an employee.
- Your unmarried children from live birth but less than age 19. Stillborn children are not eligible for coverage.
- Your unmarried dependent children age 19 or over but under age 25 also are eligible if they are full-time students at an **accredited school**.

Children include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children, children for whom you or your spouse is the court ordered legal guardian and any other children who are dependent on you for main support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement in your home.

No dependent child may be covered by more than one employee in the plan.

No dependent child can be covered as both an employee and a dependent.

### ***WILL COVERAGE CONTINUE FOR A CHILD AGE 19 OR OVER WHO BECAME DISABLED WHILE COVERED UNDER THE PLAN?***

Coverage will be continued for a child age 19 or over who became physically or mentally disabled while covered under the plan provided:

- the child is unmarried;
- the disability was acquired before the child's coverage would have ended;
- the child is incapable of self-support and remains so incapable;
- you are the main source of support and maintenance.

Unum must receive proof within 30 days of the date the child attains age 19 and as required during the first two years. After the first two years Unum will ask for proof when needed but not more than once a year.

### ***WHEN DOES YOUR DEPENDENT COVERAGE BEGIN?***

This plan provides different benefit options for your dependents. When your dependents become eligible for coverage, you may apply for any dependent option. However, your dependents cannot be covered under more than one option at a time.

When you and your Employer share the cost of your dependent coverage for any option under a plan or when you pay 100% of the cost yourself for any choice, your dependents will be covered at 12:01 a.m. on the latest of:

- the date your dependents are eligible for coverage, if you apply for insurance before that date;
- the date you apply for dependent insurance, if you apply within 60 days after your dependent's eligibility date; or

## EXHIBIT 2

- the date Unum approves your dependent's evidence of insurability form, if **evidence of insurability** is required.

***WHEN CAN YOU APPLY FOR DEPENDENT COVERAGE IF YOUR DEPENDENT IS A LATE ENTRANT (YOU APPLY FOR DEPENDENT COVERAGE MORE THAN 60 DAYS AFTER YOUR DEPENDENT'S ELIGIBILITY DATE), IF YOUR DEPENDENTS ARE ENROLLED IN COVERAGE AND WOULD LIKE TO MAKE A CHANGE, OR IF YOU HAVE A CHANGE IN STATUS?***

**If your dependents are a Late Entrant (you apply for dependent coverage more than 60 days after your dependent's eligibility date)**

If you did not enroll for dependent coverage within 60 days after your dependent's initial eligibility date, you can apply for coverage for your dependents at anytime during the plan year or during an **annual enrollment period**. Evidence of insurability is not required for dependent coverage.

**If your dependents are enrolled for dependent coverage and you would like to make a change to their coverage**

You can make changes to your dependent's coverage by applying for a different benefit option at anytime during the plan year, during an annual enrollment period, or within 30 days of a **change in status** (refer to next heading for more specifics around change in status only). You can increase or decrease your dependent coverage by any level. Evidence of insurability is not required for any change in dependent coverage.

**If your dependents are enrolled for dependent coverage, you would like to make a change to their dependent coverage and it's within 30 days of a change in status**

You can make changes to your dependent's coverage by applying for a different benefit option within 30 days of a change in status. You can increase or decrease your dependent coverage by any level. Evidence of insurability is not required for any change in dependent coverage.

Unum and your Employer determine when the annual enrollment period begins and ends. A change in your dependent's coverage that is made during an annual enrollment period will begin at 12:01 a.m. on the first day of the next plan year.

Changes in your dependent's coverage that are made at a change in status will begin at 12:01 a.m. on the later of:

- the date of the change in status, if you apply on or before that date; or
- the date you apply, if you apply within 30 days after the date of the change in status.

Changes in coverage must be consistent with the change in status.

A change in your dependent's coverage that is made at anytime during the plan year will begin at 12:01 a.m. on the date of the change.

## EXHIBIT 2

### ***WHAT IF YOUR DEPENDENT IS TOTALLY DISABLED ON THE DATE YOUR DEPENDENT'S COVERAGE WOULD NORMALLY BEGIN?***

If your eligible dependent is **totally disabled**, your dependent's coverage will begin on the date your eligible dependent no longer is totally disabled. This provision does not apply to a newborn child while dependent insurance is in effect.

### ***WHEN WILL CHANGES TO YOUR DEPENDENT'S COVERAGE TAKE EFFECT?***

Once your dependent's coverage begins, any increased or additional dependent coverage due to a plan change requested by your Employer will take effect immediately or on the date Unum approves your dependent's evidence of insurability form, if evidence of insurability is required, provided your dependent is not totally disabled. You must be in active employment or on a covered layoff or leave of absence.

If you are not in active employment due to injury or sickness, any increased or additional dependent coverage due to a plan change will begin on the date you return to active employment.

If your dependent is totally disabled, any increased or additional dependent coverage will begin on the date your dependent is no longer totally disabled.

Any decreased coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

### ***WHEN DOES YOUR DEPENDENT'S COVERAGE END?***

Your dependent's coverage under the Summary of Benefits or a plan ends on the earliest of:

- the date the Summary of Benefits or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the date of your death;
- the last day of the period for which you made any required contributions; or
- the last day you are in active employment unless continued due to a covered layoff or leave of absence or due to an injury or sickness, as described in this certificate of coverage.

Coverage for any one dependent will end on the earliest of:

- the date your coverage under a plan ends;
- the date your dependent ceases to be an eligible dependent;
- for a spouse, the date of divorce or annulment.

Unum will provide coverage for a payable claim which occurs while your dependents are covered under the Summary of Benefits or plan.

## **EXHIBIT 2**

### ***WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?***

You or your authorized representative can start legal action regarding a claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

### ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?***

Unum considers any statements you or your Employer make in a signed application for coverage or an evidence of insurability form a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

We will use only statements made in a signed application or an evidence of insurability form as a basis for doing this.

Except in the case of fraud, Unum can take action only in the first 2 years coverage is in force.

If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.

### ***HOW WILL UNUM HANDLE INSURANCE FRAUD?***

Unum wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if you knowingly, and with intent to injure, defraud or deceive Unum, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

### ***DOES THE SUMMARY OF BENEFITS REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?***

The Summary of Benefits does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

## **EXHIBIT 2**

### ***DOES YOUR EMPLOYER ACT AS YOUR AGENT OR UNUM'S AGENT?***

For the purposes of the Summary of Benefits, your Employer acts on its own behalf or as your agent. Under no circumstances will your Employer be deemed the agent of Unum.

## **EXHIBIT 2**

### **LIFE INSURANCE**

#### **BENEFIT INFORMATION**

##### ***WHEN WILL YOUR BENEFICIARY RECEIVE PAYMENT?***

Your beneficiary(ies) will receive payment when Unum approves your death claim.

##### ***WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF DEATH?***

Unum will require a certified copy of the death certificate, enrollment documents and a Notice and Proof of Claim form.

##### ***HOW MUCH WILL UNUM PAY YOU IF UNUM APPROVES YOUR DEPENDENT'S DEATH CLAIM?***

Unum will determine the payment according to the amount of coverage in force at the time of your dependent's death.

##### ***HOW MUCH WILL UNUM PAY YOUR BENEFICIARY IF UNUM APPROVES YOUR DEATH CLAIM?***

Unum will determine the payment according to the amount of coverage in force at the time of death.

##### ***WHAT ARE YOUR ANNUAL EARNINGS?***

"Annual Earnings" means your gross annual income from your Employer in effect just prior to the date of loss. It includes your total income before taxes and any income earned while performing a special work assignment. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation or income received from sources other than your Employer.

##### ***WHAT WILL WE USE FOR ANNUAL EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?***

If you become disabled while you are on a covered layoff or leave of absence, we will use your annual earnings from your Employer in effect just prior to the date your absence began.

##### ***WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)***

When coverage ends under the plan, you and your dependents can convert your coverages to individual life policies, without evidence of insurability. The maximum amounts that you can convert are the amounts you and your dependents are insured for under the plan. You may convert a lower amount of life insurance.

You and your dependents must apply for individual life insurance under this life conversion privilege and pay the first premium within 45 days after the date:

- your employment terminates; or

## EXHIBIT 2

- you or your dependents no longer are eligible to participate in the coverage of the plan.

If you convert to an individual life policy, then return to work, and, again, become insured under the plan, you are not eligible to convert to an individual life policy again. However, you do not need to surrender that individual life policy when you return to work.

Converted insurance may be of any type of the level premium whole life plans then in use by Unum. The person may elect one year of Preliminary Term insurance under the level premium whole life policy. The individual policy will not contain disability or other extra benefits.

### ***WHAT LIMITED CONVERSION IS AVAILABLE IF THE SUMMARY OF BENEFITS OR THE PLAN IS CANCELLED? (Conversion Privilege)***

You and your dependents may convert a limited amount of life insurance if you have been insured under your Employer's group plan with Unum for at least five (5) years and the Summary of Benefits or the plan:

- is cancelled with Unum; or
- changes so that you no longer are eligible.

The individual life policy maximum for each of you will be the lesser of:

- \$10,000; or
- your or your dependent's coverage amounts under the plan less any amounts that become available under any other group life plan offered by your Employer within 45 days after the date the Summary of Benefits or the plan is cancelled.

### ***PREMIUMS***

Premiums for the converted insurance will be based on:

- the person's then attained age on the effective date of the individual life policy;
- the type and amount of insurance to be converted;
- Unum's customary rates in use at that time; and
- the class of risk to which the person belongs.

If the premium payment has been made, the individual life policy will be effective at the end of the 45 day conversion application period.

### ***DEATH DURING THE FORTY-FIVE DAY CONVERSION APPLICATION PERIOD***

If you or your dependents die within the 45 day conversion application period, Unum will pay the beneficiary(ies) the amount of insurance that could have been converted. This coverage is available whether or not you have applied for an individual life policy under the conversion privilege.

### ***APPLYING FOR CONVERSION***

Ask your Employer for a conversion application form which includes cost information.

## EXHIBIT 2

When you complete the application, send it with the first premium amount to:

Unum - Conversion Unit  
2211 Congress Street  
Portland, Maine 04122-1350  
1-800-343-5406

### ***WILL UNUM ACCELERATE YOUR OR YOUR DEPENDENT'S DEATH BENEFIT FOR THE PLAN IF YOU OR YOUR DEPENDENT BECOMES TERMINALLY ILL? (Accelerated Benefit)***

If you or your dependent becomes terminally ill while you or your dependent is insured by the plan, Unum will pay you a portion of your or your dependent's life insurance benefit one time. The payment will be based on 50% of your or your dependent's life insurance amount. However, the one-time benefit paid will not be greater than \$750,000.

Your or your dependent's right to exercise this option and to receive payment is subject to the following:

- you or your dependent requests this election, in writing, on a form acceptable to Unum;
- you or your dependent must be terminally ill at the time of payment of the Accelerated Benefit;
- your or your dependent's physician must certify, in writing, that you or your dependent is terminally ill and your or your dependent's life expectancy has been reduced to less than 12 months; and
- the physician's certification must be deemed satisfactory to Unum.

The Accelerated Benefit is available on a voluntary basis. Therefore, you or your dependent is not eligible for benefits if:

- you or your dependent is required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
- you or your dependent is required by a government agency to use this benefit in order to apply for, get, or otherwise keep a government benefit or entitlement.

Premium payments must continue to be paid on the full amount of life insurance.

Also, premium payments must continue to be paid on the full amount of your dependent's life insurance.

If you have assigned your rights under the plan to an assignee or made an irrevocable beneficiary designation, Unum must receive consent, in writing, that the assignee or irrevocable beneficiary has agreed to the Accelerated Benefit payment on your behalf in a form acceptable to Unum before benefits are payable.

An election to receive an Accelerated Benefit will have the following effect on other benefits:

- the death benefit payable will be reduced by any amount of Accelerated Benefit that has been paid; and
- any amount of life insurance that may be available under the conversion privilege will be reduced by the amount of the Accelerated Benefit paid. The remaining life

## **EXHIBIT 2**

insurance amount will be paid according to the terms of the Summary of Benefits subject to any reduction and termination provisions.

Benefits paid may be taxable. Unum is not responsible for any tax or other effects of any benefit paid. As with all tax matters, you or your dependent should consult your personal tax advisor to assess the impact of this benefit.

## EXHIBIT 2

### LIFE INSURANCE

#### OTHER BENEFIT FEATURES

##### ***WHAT COVERAGE IS AVAILABLE IF YOU END EMPLOYMENT OR YOU WORK REDUCED HOURS? (Portability)***

If your employment ends with or you retire from your Employer or you are working less than the minimum number of hours as described under Eligible Groups in this plan, you may elect portable coverage for yourself and your dependents.

In case of your death, your insured dependents also may elect portable coverage for themselves. However, children cannot become insured for portable coverage unless the spouse also becomes insured for portable coverage.

##### ***PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE***

The portable insurance coverage will be the current coverage and amounts that you and your dependents are insured for under your Employer's group plan.

However, the amount of portable coverage for you will not be more than:

- the highest amount of life insurance available for employees under the plan; or
- 5x your annual earnings; or
- \$750,000 from all Unum group life plans combined,

whichever is less.

The amount of portable coverage for your spouse will not be more than:

- the highest amount of life insurance available for spouses under the plan; or
- 100% of your amount of portable coverage; or
- \$750,000 from all Unum group life plans combined,

whichever is less.

The amount of portable coverage for a child will not be more than:

- the highest amount of life insurance available for children under the plan; or
- 100% of your amount of portable coverage; or
- \$5,000,

whichever is less.

The minimum amount of coverage that can be ported is \$5,000 for you and \$1,000 for your dependents. If the current amounts under the plan are less than \$5,000 for you and \$1,000 for your dependents you and your dependents may port the lesser amounts.

Your or your dependent's amount of life insurance will reduce or cease at any time it would reduce or cease for your eligible group if you had continued in active employment with your Employer.

## **EXHIBIT 2**

### ***APPLYING FOR PORTABLE COVERAGE***

You must apply for portable coverage for yourself and your dependents and pay the first premium within 45 days after the date:

- your coverage ends or you retire from your Employer; or
- you begin working less than the minimum number of hours as described under Eligible Groups in this plan.

Your dependents must apply for portable coverage and pay the first premium within 45 days after the date you die.

You are not eligible to apply for portable coverage for yourself if:

- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan.

You are not eligible to apply for portable coverage for a dependent if:

- you do not elect portable coverage for yourself;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan.

In case of your death, your spouse is not eligible to apply for portable coverage if:

- your surviving spouse is not insured under this plan;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan for your spouse.

In case of your death, your child is not eligible for portable coverage if:

- your surviving spouse is not insured under this plan;
- your surviving spouse is insured under this plan and chooses not to elect portable coverage;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan for your child.

### ***APPLYING FOR INCREASES OR DECREASES IN PORTABLE COVERAGE***

You or your dependents may increase or decrease the amount of life insurance coverage. The minimum and maximum benefit amounts are shown above. However, the amount of life insurance coverage cannot be decreased below \$5,000 for you and \$1,000 for your dependents. All increases are subject to evidence of insurability. Portable coverage will reduce at the ages and amounts as follows:

If you have reached age 70 on January 1 of the current plan year, but not age 75, your amount of life insurance will be:

- 65% of the amount of life insurance you had prior to age 70; or

## **EXHIBIT 2**

- 65% of the amount of life insurance shown above if you become insured on or after age 70 but before age 75.

There will be no further increases in your amount of life insurance.

If you have reached age 75 on January 1 of the current plan year, or more, your amount of life insurance will be:

- 50% of the amount of life insurance you had prior to your first reduction; or
- 50% of the amount of life insurance shown above if you become insured on or after age 75.

There will be no further increases in your amount of life insurance.

### ***ADDING PORTABLE COVERAGE FOR DEPENDENTS***

If you choose not to enroll your dependents when your dependents were first eligible for portable coverage, you may enroll your dependents at any time for the amounts allowed under the group plan. Evidence of insurability is required.

You may enroll newly acquired dependents at any time for the amounts allowed under the group plan. Evidence of insurability is required.

### ***WHEN PORTABLE COVERAGE ENDS***

Portable coverage for you will end for the following reasons:

- the date you fail to pay any required premium; or
- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates).

Portable coverage for a spouse will end for the following reasons:

- the date you fail to pay any required premium;
- the date your surviving spouse fails to pay any required premium; or
- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates).

Portable coverage for a child will end for the following reasons:

- the date you fail to pay any required premium;
- the date your surviving spouse fails to pay any required premium;
- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates);
- the date your child no longer qualifies as a dependent; or
- the date the surviving spouse dies.

If portable coverage ends due to failure to pay required premium, portable coverage cannot be reinstated.

### ***PREMIUM RATE CHANGES FOR PORTABLE COVERAGE***

Unum may change premium rates for portable coverage at any time for reasons which affect the risk assumed, including those reasons shown below:

## EXHIBIT 2

- changes occur in the coverage levels;
- changes occur in the overall use of benefits by all insureds;
- changes occur in other risk factors; or
- a new law or a change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis according to Unum's underwriting risk studies. Unum will notify the insured in writing at least 31 days before a premium rate is changed.

### ***APPLYING FOR CONVERSION, IF PORTABLE COVERAGE ENDS OR IS NOT AVAILABLE***

If you or your dependent is not eligible to apply for portable coverage or portable coverage ends, then you or your dependent may qualify for conversion coverage. Refer to Conversion Privilege under this plan.

Ask your Employer for a conversion application form which includes cost information.

When you complete the application, send it with the first premium amount to:

Unum - Conversion Unit  
2211 Congress Street  
Portland, Maine 04122-1350  
1-800-343-5406

## EXHIBIT 2

### GLOSSARY

**ACCREDITED SCHOOL** means an accredited post-secondary institution of higher learning for full-time students beyond the 12th grade level, including trade schools on mission.

**ACTIVE EMPLOYMENT** means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under Eligible Group(s) in each plan.

Your work site must be:

- your Employer's usual place of business;
- an alternative work site at the direction of your Employer, including your home; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.  
Temporary and seasonal workers are excluded from coverage.

**ACTIVITIES OF DAILY LIVING** means:

- Bathing - the ability to wash oneself either in the tub or shower or by sponge bath with or without equipment or adaptive devices.
- Dressing - the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn.
- Toileting - the ability to get to and from and on and off the toilet; to maintain a reasonable level of personal hygiene, and to care for clothing.
- Transferring - the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
- Continence - the ability to either:
  - voluntarily control bowel and bladder function; or
  - if incontinent, be able to maintain a reasonable level of personal hygiene.
- Eating - the ability to get nourishment into the body.

A person is considered unable to perform an activity of daily living if the task cannot be performed safely without another person's stand-by assistance or verbal cueing.

**ANNUAL EARNINGS** means your annual income received from your Employer as defined in the plan.

**ANNUAL ENROLLMENT PERIOD** means a period of time before the beginning of each plan year.

**CHANGE IN STATUS** means a change in status as defined in the regulations under Internal Revenue Code section 125, unless your Employer's cafeteria plan document or human resource policy contains more restrictive provisions. In that event, your Employer may restrict the situations where you can change your coverage.

**COGNITIVELY IMPAIRED** means a person has a deterioration or loss in intellectual capacity resulting from injury, sickness, advanced age, Alzheimer's disease or similar forms of irreversible dementia and needs another person's assistance or verbal cueing for his or her own protection or for the protection of others.

## EXHIBIT 2

**EMPLOYEE** means a person who is in active employment in the United States with the Employer.

**EMPLOYER** means the Employer/Applicant named in the Application For Participation in the Select Group Insurance Trust, on the first page of the Summary of Benefits and in all amendments. It includes any division, subsidiary or affiliated company named in the Summary of Benefits.

**EVIDENCE OF INSURABILITY** means a statement of your or your dependent's medical history which Unum will use to determine if you or your dependent is approved for coverage. Evidence of insurability will be at Unum's expense.

**GRACE PERIOD** means the period of time following the premium due date during which premium payment may be made.

**INJURY** means a bodily injury that is the direct result of an accident and not related to any other cause.

**INSURED** means any person covered under a plan.

**LAYOFF** or **LEAVE OF ABSENCE** means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your Employer.

Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**LIFE INSURANCE BENEFIT** means the total benefit amount for which an individual is insured under this plan subject to the maximum benefit.

**LIFE THREATENING CONDITION** is a critical health condition that possibly could result in your dependent's loss of life.

**MISSION** means a Religious Mission. The Individual must have been enrolled in an educational institution immediately prior to the start of the mission and the Individual must re-enroll in an educational institution for the next available term or semester commencing after the end of his mission.

**PAYABLE CLAIM** means a claim for which Unum is liable under the terms of the Summary of Benefits.

**PLAN** means a line of coverage under the Summary of Benefits.

**RETAINED ASSET ACCOUNT** is an interest bearing account established through an intermediary bank in the name of you or your beneficiary, as owner.

**SICKNESS** means an illness or disease.

**TOTALLY DISABLED** means that, as a result of an injury, a sickness or a disorder, your dependent:

- is confined in a hospital or similar institution;

## EXHIBIT 2

- is unable to perform two or more activities of daily living (ADLs) because of a physical or mental incapacity resulting from an injury or a sickness;
- is cognitively impaired; or
- has a life threatening condition.

**TRUST** means the policyholder trust named on the first page of the Summary of Benefits and all amendments to the policy.

**WAITING PERIOD** means the continuous period of time (shown in each plan) that you must be in active employment in an eligible group before you are eligible for coverage under a plan.

**WE, US and OUR** means Unum Life Insurance Company of America.

**YOU** means an employee who is eligible for Unum coverage.

## EXHIBIT 2

### UnumProvident's Commitment to Privacy

UnumProvident understands your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of nonpublic personal information (NPI). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

#### Collecting Information

We collect NPI about our customers to provide them with insurance products and services. This may include telephone number, address, date of birth, occupation, income and health history. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations, and service providers.

#### Sharing Information

We share the types of NPI described above primarily with people who perform insurance, business, and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization. The organization may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes. We may share NPI with parties to a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. *When legally necessary, we ask your permission before sharing NPI about you.* Our practices apply to our former, current and future customers.

*Please be assured we do not share your health NPI to market any product or service.* We also do not share any NPI to market non-financial products and services. For example, we do not sell your name to catalog companies.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. *When required by law, we ask your permission before we share NPI for marketing purposes.*

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

UnumProvident companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

## **EXHIBIT 2**

### **Safeguarding Information**

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

### **Access to Information**

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

### **Correction of Information**

If you believe NPI we have about you is incorrect, please write to us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two years.

### **Coverage Decisions**

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI.

### **Contacting Us**

For additional information about UnumProvident's commitment to privacy, please visit [www.unumprovident.com/privacy](http://www.unumprovident.com/privacy) or [www.coloniallife.com](http://www.coloniallife.com) or write to: Privacy Officer, UnumProvident Corporation, 2211 Congress Street, M347, Portland, Maine 04122. We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

*UnumProvident Corporation is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident*

## EXHIBIT 2

*Insurance Company, The Paul Revere Life Insurance Company and The Paul Revere Variable Annuity Insurance Company.*

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### EXHIBIT 3

#### AMENDMENT NO. 8

This amendment forms a part of Group Identification No. 584741 001 issued to the Employer/Applicant:

#### MARICOPA COUNTY

This Summary of Benefits is changed by the addition or deletion of the pages listed below:

##### Additions

C.FP-1 (7/1/2006)  
B@G-LIFE-1 (7/1/2006)

##### Deletions

C.FP-1 (6/1/2006)  
B@G-LIFE-1 (6/1/2006)

The effective date of these changes is July 1, 2006. The changes only apply to deaths that occur on or after the effective date.

The Summary of Benefits' terms and provisions will apply other than as stated in this amendment.

Dated at Portland, Maine on June 12, 2006.

Unum Life Insurance Company of America

By   
Secretary

If this amendment is unacceptable, please sign below and return this amendment to Unum Life Insurance Company of America at Portland, Maine within 90 days of June 12, 2006.

**YOUR FAILURE TO SIGN AND RETURN THIS AMENDMENT BY THAT DATE WILL CONSTITUTE ACCEPTANCE OF THIS AMENDMENT.**

MARICOPA COUNTY

By \_\_\_\_\_  
Signature and Title of Officer

EXHIBIT 3



**GROUP INSURANCE  
SUMMARY OF BENEFITS  
NON-PARTICIPATING**

**IDENTIFICATION NUMBER:** 584741 001  
**EFFECTIVE DATE OF  
COVERAGE:** January 1, 2002  
**ANNIVERSARY DATE:** July 1  
**GOVERNING JURISDICTION:** Maine

**Unum Life Insurance Company of America  
insures the lives of**

**MARICOPA COUNTY**

**under the  
Select Group Insurance Trust  
Policy No. 292000**

Unum Life Insurance Company of America (referred to as Unum) will provide benefits under this Summary of Benefits. Unum makes this promise subject to all of this Summary of Benefits' provisions.

The Employer should read this Summary of Benefits carefully and contact Unum promptly with any questions. This Summary of Benefits is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

Signed for Unum at Portland, Maine on the Effective Date of Coverage.

A handwritten signature in black ink, appearing to read "E. L. Wadsworth".

President

A handwritten signature in black ink, appearing to read "A. H. T. L.". The signature is stylized and somewhat illegible.

Secretary

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

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## EXHIBIT 3

# BENEFITS AT A GLANCE

## LIFE INSURANCE PLAN

This life insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death. The amount your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death according to the terms and provisions of the plan. You also have the opportunity to have coverage for your dependents.

### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** January 1, 2002

### PLAN YEAR:

January 1, 2006 to July 1, 2006 and each following July 1 to July 1

### IDENTIFICATION

**NUMBER:** 584741 001

### ELIGIBLE GROUP(S):

All employees, excluding temporary and seasonal employees, in active employment in the United States with the Employer

### MINIMUM HOURS REQUIREMENT:

Employees must be regularly scheduled to work at least 40 hours per pay period.  
(50% or full-time)

### WAITING PERIOD:

Judges, elected officials and residents of Maricopa County Medical Center:

For employees in an eligible group on or before January 1, 2002: None

For employees entering an eligible group after January 1, 2002: None

All other employees:

For employees in an eligible group on or before January 1, 2002: None

For employees entering an eligible group after January 1, 2002: First of the month following date of active employment

You must be in continuous active employment in an eligible group during the specified waiting period.

### LIFE INSURANCE BENEFIT:

#### AMOUNT OF LIFE INSURANCE FOR YOU

**BASIC BENEFIT** - Maricopa County pays 100% of the cost of this coverage.

1 x annual earnings to a maximum of \$500,000

All amounts are rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

Policy Detail | Monthly Experience Report  
 For  
 MARICOPA COUNTY  
 From  
 07/01/2001 to 06/30/2006  
 12:21 Wednesday, July 19, 2006  
 Policy: CSR36743

Date	Premium	Paid Claims	Paid Claims by Incurred Date	Lives	Reserve CLM by Incurred Date
01/02	10433.72	0.00	0.00	12727	0.00
02/02	10452.24	0.00	0.00	12727	0.00
03/02	10460.51	0.00	0.00	12727	0.00
04/02	10474.88	0.00	0.00	12727	0.00
05/02	10304.79	0.00	24130.55	12727	0.00
06/02	11358.07	0.00	0.00	12727	0.00
6 Month Subtot	63484.21	0.00	24130.55	12727	0.00
07/02	10286.94	0.00	0.00	12727	0.00
08/02	11306.16	24130.55	0.00	12727	0.00
09/02	11279.87	0.00	0.00	12727	0.00
10/02	11281.26	0.00	0.00	12727	0.00
11/02	11317.90	0.00	36000.00	12727	0.00
12/02	11357.41	0.00	0.00	12727	0.00
01/03	11377.84	0.00	0.00	12727	0.00
02/03	11373.93	0.00	0.00	12727	0.00
03/03	11384.34	36000.00	0.00	12727	0.00
04/03	11385.98	0.00	23000.00	12727	0.00
05/03	11378.52	0.00	0.00	12727	0.00
06/03	16435.12	0.00	0.00	12727	0.00
12 Month Subtot	140165.27	60130.55	59000.00	12727	0.00
07/03	12670.17	0.00	0.00	12727	0.00
08/03	13140.60	23000.00	0.00	12727	0.00
09/03	13228.38	0.00	0.00	12727	0.00
10/03	13382.37	0.00	65300.00	12727	6300.00
11/03	27383.75	0.00	0.00	12727	0.00
12/03	26896.39	0.00	0.00	12727	0.00
01/04	13927.91	0.00	0.00	12727	0.00
02/04	14149.26	0.00	35000.00	12727	0.00
03/04	14881.84	31000.00	0.00	12727	0.00
04/04	14018.62	4000.00	0.00	12727	0.00
05/04	14136.76	0.00	0.00	12727	0.00
06/04	14191.43	0.00	0.00	12727	0.00
12 Month Subtot	192007.48	58000.00	100300.00	12727	6300.00
07/04	13998.15	0.00	0.00	12727	0.00
08/04	13998.15	0.00	0.00	12727	0.00
09/04	14521.32	0.00	24389.04	12727	0.00
10/04	7418.99	0.00	0.00	12727	0.00
11/04	14743.53	63200.00	0.00	12727	0.00

12/04	15185.14	2100.00	57096.99	12727	0.00
01/05	16957.60	0.00	0.00	12727	0.00
02/05	16994.91	0.00	0.00	12727	0.00
03/05	17200.03	57096.99	0.00	12727	0.00
04/05	11585.49	24389.04	0.00	12727	0.00
05/05	27612.55	0.00	0.00	12727	0.00
06/05	14853.70	0.00	57500.00	12727	0.00
12 Month					
Subtot	185069.56	146786.03	138986.03	12727	0.00
07/05	14826.59	57500.00	30000.00	12727	0.00
08/05	15338.85	30000.00	0.00	12727	0.00
09/05	15998.58	0.00	0.00	12727	0.00
10/05	16096.22	0.00	0.00	12727	0.00
11/05	16169.38	0.00	0.00	12727	0.00
12/05	16213.89	0.00	0.00	12727	0.00
01/06	15666.57	0.00	0.00	12727	0.00
02/06	15350.23	0.00	27485.21	12727	0.00
03/06	10465.96	0.00	0.00	12727	0.00
04/06	10600.42	0.00	0.00	12727	0.00
05/06	15908.43	27485.21	0.00	12727	0.00
06/06	15908.43	0.00	0.00	12727	0.00
12 Month					
Subtot	178543.55	114985.21	57485.21	12727	0.00
Policy					
Totals	759270.07	379901.79	379901.79	12727	6300.00
Paid Claims Loss Ratio		50.04			
Incurred Date Loss Ratio		50.86			

**Policy Detail Monthly Experience Report**

For  
**MARICOPA COUNTY**

From  
07/01/2001 to 06/30/2006

12:21

Wednesday, July 19, 2006

Policy: CSR36744

Date	Premium	Paid Claims	Paid Claims by Incurred Date	Lives	Reserve CLM by Incurred Date
01/02	17640.53	0.00	0.00	6989	0.00
02/02	17193.89	0.00	0.00	6989	0.00
03/02	16543.56	0.00	0.00	6989	0.00
04/02	16554.37	0.00	0.00	6989	0.00
05/02	17946.82	0.00	0.00	6989	0.00
06/02	18056.33	0.00	0.00	6989	0.00
<b>6 Month Subtot</b>	<b>103935.50</b>	<b>0.00</b>	<b>0.00</b>	<b>6989</b>	<b>0.00</b>
07/02	17927.87	0.00	0.00	6989	0.00
08/02	18030.49	0.00	0.00	6989	0.00
09/02	19571.49	0.00	0.00	6989	0.00
10/02	19618.71	0.00	0.00	6989	0.00
11/02	19701.23	0.00	0.00	6989	0.00
12/02	19756.22	0.00	0.00	6989	0.00
01/03	19771.26	0.00	0.00	6989	0.00
02/03	21175.36	0.00	0.00	6989	0.00
03/03	21207.74	0.00	0.00	6989	0.00
04/03	21256.76	0.00	59000.00	6989	0.00
05/03	21242.62	0.00	28182.14	6989	0.00
06/03	42462.83	0.00	0.00	6989	0.00
<b>12 Month Subtot</b>	<b>261722.58</b>	<b>0.00</b>	<b>87182.14</b>	<b>6989</b>	<b>0.00</b>
07/03	21152.05	0.00	0.00	6989	0.00
08/03	21397.06	59000.00	0.00	6989	0.00
09/03	21542.86	0.00	0.00	6989	0.00
10/03	21680.17	0.00	0.00	6989	0.00
11/03	43465.80	0.00	0.00	6989	0.00
12/03	43547.61	0.00	0.00	6989	0.00
01/04	21760.61	0.00	0.00	6989	0.00
02/04	21760.61	0.00	128000.00	6989	0.00
03/04	21760.61	152182.14	0.00	6989	0.00
04/04	21760.61	4000.00	0.00	6989	0.00
05/04	21760.61	0.00	0.00	6989	0.00
06/04	21760.61	0.00	0.00	6989	0.00
<b>12 Month Subtot</b>	<b>303349.21</b>	<b>215182.14</b>	<b>128000.00</b>	<b>6989</b>	<b>0.00</b>
07/04	21746.75	0.00	0.00	6989	0.00
08/04	21746.75	0.00	0.00	6989	0.00
09/04	21760.61	0.00	24389.04	6989	0.00
10/04	21719.04	0.00	0.00	6989	0.00
11/04	21760.61	0.00	0.00	6989	0.00

12/04	21760.61	0.00	0.00	6989	0.00
01/05	21760.61	0.00	0.00	6989	0.00
02/05	21760.61	0.00	0.00	6989	0.00
03/05	21760.61	0.00	0.00	6989	0.00
04/05	21760.61	24389.04	0.00	6989	0.00
05/05	21760.61	0.00	0.00	6989	0.00
06/05	21760.61	0.00	173000.00	6989	0.00
12 Month Subtot	261058.03	24389.04	197389.04	6989	0.00
07/05	21760.61	173000.00	150000.00	6989	0.00
08/05	21760.61	150000.00	0.00	6989	0.00
09/05	21760.61	0.00	0.00	6989	0.00
10/05	21719.04	0.00	0.00	6989	0.00
11/05	21760.61	0.00	0.00	6989	0.00
12/05	21760.61	0.00	0.00	6989	0.00
01/06	18638.44	0.00	0.00	6989	0.00
02/06	18638.44	0.00	0.00	6989	0.00
03/06	18638.44	0.00	0.00	6989	0.00
04/06	18638.44	0.00	0.00	6989	0.00
05/06	18638.44	0.00	0.00	6989	0.00
06/06	18638.44	0.00	0.00	6989	0.00
12 Month Subtot	242352.73	323000.00	150000.00	6989	0.00
Policy Totals	1172418.05	562571.18	562571.18	6989	0.00
Paid Claims Loss Ratio		47.98			
Incurred Date Loss Ratio		47.98			

## Policy Coverage Detail Monthly Experience Report

For  
MARICOPA COUNTYFrom  
07/01/2001 to 06/30/2006

13:17

Wednesday, July 19, 2006

Policy: 00584741

Coverage: LIFE

BASIC				SUPPLEMENTAL			TOTAL	
Month	Premium	Paid Claims	Lives	Premium	Paid Claims	Lives	Premium	Paid Claims
01/02	41735	0	13228	154726	0	7530	196461	0
02/02	41809	0	13246	151996	0	7256	193805	0
03/02	42444	0	13257	90594	0	6914	133037	0
04/02	40297	96000	13278	141853	167000	6917	182150	263000
05/02	36393	43500	13283	116785	36500	6906	153177	80000
06/02	42126	243000	13291	125673	111500	6904	167799	354500
07/02	41064	84084	13350	126608	107000	6944	167672	191084
08/02	42006	163000	13265	126523	256000	6929	168529	419000
09/02	42553	46000	13269	282239	46000	7631	324792	92000
10/02	41883	103000	13309	149154	0	7644	191037	103000
11/02	41990	0	13387	149651	0	7659	191641	0
12/02	41812	37000	13458	150755	185000	7676	192567	222000
12 Month Total	496111	815584	13302	1766556	909000	7243	2262667	1724584
01/03	41702	139670	13532	151373	296000	7687	193075	435670
02/03	41498	30000	13539	165059	0	8133	206558	30000
03/03	41778	98125	13663	164529	60000	8127	206307	158125
04/03	42330	164888	13558	165360	660000	8125	207690	824888
05/03	42634	0	13564	165598	0	8097	208231	0
06/03	51476	119210	13565	166597	328000	8078	218073	447210
07/03	418441	119228	13599	166559	57000	8053	585000	176228
08/03	48342	75000	13545	167307	0	7925	215648	75000
09/03	49678	74000	13544	168076	0	7721	217754	74000
10/03	49244	44000	13595	169907	138000	7926	219151	182000
11/03	48394	0	13629	89989	0	7938	138384	0
12/03	287669	67086	13672	172060	100000	7959	459729	167086
12 Month Total	1163185	931207	13584	1912414	1639000	7981	3075598	2570207
01/04	57940	111317	14125	216168	181000	8782	274108	292317
02/04	58861	44000	14343	221493	0	8875	280354	44000
03/04	61908	90000	14258	220715	242000	8809	282624	332000
04/04	58317	128000	14265	221206	85000	8800	279523	213000
05/04	58809	59000	14360	224820	0	8785	283629	59000
06/04	59036	195247	14392	224134	270000	8769	283171	465247
07/04	107971	0	14529	395698	0	8740	503670	0
08/04	59436	105116	14579	226430	0	8835	285866	105116
09/04	97874	81000	14567	359431	0	8820	457305	81000
10/04	30863	37000	7471	108145	37000	4487	139008	74000
11/04	61333	0	14744	232669	0	8858	294002	0
12/04	63170	81973	14883	243957	80000	8956	307127	161973
12 Month Total	775519	932651	13876	2894866	895000	8460	3670386	1827651
01/05	70544	74389	14924	242676	370000	8782	313219	444389

02/05	70699	50000	14949	243335	110000	8875	314034	160000
03/05	71552	53097	15089	245560	0	9265	317112	53097
04/05	78086	81372	15292	250407	161000	8800	328493	242372
05/05	154896	183556	15200	248590	285000	9282	403485	468556
06/05	89122	0	15270	252277	0	9275	341399	0
07/05	386315	92000	15253	251908	254000	9184	638223	346000
08/05	97686	143642	10327	264747	150000	8835	362433	293642
09/05	97203	29000	15371	264272	0	9189	361476	29000
10/05	99432	178312	15247	266462	385000	8594	365894	563312
11/05	97873	0	15235	268068	0	8858	365941	0
12/05	104121	0	15239	270027	0	9239	374148	0
12 Month								
Total	1417529	885369	14783	3068329	1715000	9015	4485859	2600369
01/06	82898	149000	12647	232216	508000	9239	315115	657000
02/06	83076	27056	12629	237916	81000	9239	320992	108056
03/06	87495	216000	12673	239701	364000	8131	327196	580000
04/06	88620	46000	12732	242674	92000	8182	331294	138000
05/06	84892	31000	12721	242278	0	8154	327169	31000
06/06	97961*	88810	12703	258339*	440000	8166	356301*	528810
6 Month								
Total	524943	557866	12684	1453124	1485000	8519	1978066	2042866
Coverage								
Total	4377286	4122678	13753	11095290	6643000	8213	15472576	10765678
Pended Reserve	400000				0			400000
Waiver Reserve	0				0			0
Conversion Costs	2710				0			

# Policy Coverage Detail Monthly Experience Report

For  
MARICOPA COUNTY

From  
07/01/2001 to 06/30/2006

13:17

Wednesday, July 19, 2006

Policy: 00584741

Coverage: DEPENDENT LIFE

## BASIC

## \*NO SUPPLEMENTAL\*

## TOTAL

Month	Premium	Paid Claims	Lives	Premium	Paid Claims	Lives	Premium	Paid Claims
01/02	13994	0	4820	0	0	0	13994	0
02/02	14331	0	5029	0	0	0	14331	0
03/02	14308	10000	5020	0	0	0	14308	10000
04/02	14290	0	5015	0	0	0	14290	0
05/02	15764	0	4846	0	0	0	15764	0
06/02	15966	0	4847	0	0	0	15966	0
07/02	14347	30000	4892	0	0	0	14347	30000
08/02	14243	0	4861	0	0	0	14243	0
09/02	14218	0	4853	0	0	0	14218	0
10/02	14186	5000	4843	0	0	0	14186	5000
11/02	14116	0	4822	0	0	0	14116	0
12/02	14158	0	4835	0	0	0	14158	0
12 Month Total	173919	45000	4890	0	0	0	173919	45000
01/03	0	20028	0	0	0	0	0	20028
02/03	0	49000	0	0	0	0	0	49000
03/03	0	3500	0	0	0	0	0	3500
04/03	0	50000	0	0	0	0	0	50000
05/03	0	15000	0	0	0	0	0	15000
06/03	0	0	0	0	0	0	0	0
07/03	15023	25000	4498	0	0	0	15023	25000
08/03	14878	10023	4455	0	0	0	14878	10023
09/03	14842	20025	4444	0	0	0	14842	20025
10/03	14963	20022	4480	0	0	0	14963	20022
11/03	14939	15000	4473	0	0	0	14939	15000
12/03	15001	0	4501	0	0	0	15001	0
12 Month Total	89647	227598	4475	0	0	0	89647	227598
01/04	17696	35000	5298	0	0	0	17696	35000
02/04	17939	30009	5371	0	0	0	17939	30009
03/04	17772	10000	5321	0	0	0	17772	10000
04/04	17641	15000	5282	0	0	0	17641	15000
05/04	17743	20000	5312	0	0	0	17743	20000
06/04	17636	20000	5280	0	0	0	17636	20000
07/04	32483	20019	5252	0	0	0	32483	20019
08/04	17794	20000	5327	0	0	0	17794	20000
09/04	26534	15000	7944	0	0	0	26534	15000
10/04	8930	10000	2674	0	0	0	8930	10000
11/04	17700	0	5299	0	0	0	17700	0
12/04	17920	25000	5365	0	0	0	17920	25000
12 Month Total	227787	220028	5310	0	0	0	227787	220028
01/05	20542	30000	6150	0	0	0	20542	30000

02/05	20373	40000	6100	0	0	0	20373	40000
03/05	20353	30000	6094	0	0	0	20353	30000
04/05	20381	10000	6102	0	0	0	20381	10000
05/05	20381	30000	6102	0	0	0	20381	30000
06/05	20381	30115	6069	0	0	0	20381	30115
07/05	20046	15140	6002	0	0	0	20046	15140
08/05	20253	30000	6064	0	0	0	20253	30000
09/05	20210	10000	6051	0	0	0	20210	10000
10/05	20145	50184	6032	0	0	0	20145	50184
11/05	19960	25000	5979	0	0	0	19960	25000
12/05	19961	15110	5976	0	0	0	19961	15110
12 Month								
Total	242986	315548	6060	0	0	0	242986	315548
01/06	18093	0	5417	0	0	0	18093	0
02/06	17989	0	5386	0	0	0	17989	0
03/06	18049	12500	5404	0	0	0	18049	12500
04/06	18010	2500	5392	0	0	0	18010	2500
05/06	17943	0	5372	0	0	0	17943	0
06/06	18049*	30085	5125	0	0	0	18049*	30085
6 Month								
Total	108132	45085	5349	0	0	0	108132	45085
Coverage								
Total	842470	853258	5293	0	0	0	842470	853258
Pended Reserve		5000			0			5000
Waiver Reserve		0			0			0
Conversion Costs		0			0			0